

IDAHO DEPARTMENT OF

HEALTH & WELFARE

C.L. "BUTCH" OTTER -- Governor RICHARD M. ARMSTRONG - Director LESLIE M. CLEMENT - Administrator DIVISION OF MEOICAID Post Office Box 83720 Boise, Idaho 83720-0036 PHONE: (208) 334-6626 FAX: (208) 364-1888

November 7, 2011

CERTIFIED MAIL #: 7007 3020 0001 3745 7644

Tiffany Snooks Chaparelle House, Assisted Living Concepts, Inc 1880 West Harrison Street North Twin Falls, ID 83301

Dear Ms. Snooks:

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10

Based on the complaint investigation and state licensure survey conducted by our staff at Chaparelle House, Assisted Living Concepts, Inc. between October 19 and October 27, 2011, we have determined that the facility failed to protect residents from exploitation

This core issue deficiency substantially limits the capacity of Chaparelle House, Assisted Living Concepts, Inc to protect residents' rights and ensure their well-being is safe-guarded. The deficiency is described on the enclosed Statement of Deficiencies.

You have an opportunity to make corrections and thus avoid a potential enforcement action. Correction of this deficiency must be achieved by **December 11, 2011.** We urge you to begin correction immediately.

After you have studied the enclosed Statement of Deficiencies, please write a Plan of Correction by answering each of the following questions for each deficient practice:

- What corrective action(s) will be accomplished for those specific residents/personnel/areas found to have been affected by the deficient practice?
- How will you identify other residents/personnel/areas that may be affected by the same deficient practice and what corrective action(s) will be taken?
- What measures will be put into place or what systemic changes will you make to ensure that the deficient practice does not recur?
- How will the corrective action(s) be monitored and how often will monitoring occur to ensure that the deficient practice will not recur (i.e., what quality assurance program will be put into place)?
- What date will the corrective action(s) be completed by?

Return the signed and dated Plan of Correction to us by November 20, 2011, and keep a copy for your records. Your license depends upon the corrections made and the evaluation of the Plan of Correction you

develop.

You have available the opportunity to question cited deficiencies through an informal dispute resolution process. If you disagree with the survey report findings, you may make a written request to the Supervisor of the Residential Care Program for a Level 1 IDR meeting. The request for the meeting must be made within ten (10) business days of receipt of the statement of deficiencies. See the IDR policy and directions on our website at www.assistedliving.dhw.idaho.gov. If your request for informal dispute resolution is not received within the appropriate time-frame, your request will not be granted..

Please bear in mind that eighteen (18) non-core issue deficiencies were identified on the punch list, four (4) of which were identified as repeat punches. As explained during the exit conference, the completed punch list form and accompanying proof of resolution (e.g., receipts, photographs, policy updates, etc.) needs to be submitted to our office no later than November 26, 2011

If the facility fails to submit acceptable evidence of resolution within sixty (60) days from when the facility was found out of compliance, the Department will have no alternative but to initiate the enforcement of civil monetary penalties, as described in IDAPA 16.03.22.910.02 and IDAPA 16.03.22.925.

Please ensure the facility is continually monitoring its compliance with state rules, as further repeat punches identified during future surveys will result in enforcement actions including:

- a. Issuance of a provisional license
- b. Limitations of admissions to the facility
- c. Hiring a consultant who submits periodic reports to the Licensing and Certification
- d. Civil monetary penalties

Should you have any questions, or if we may be of assistance, please call our office at (208) 334-6626 and ask for the RALF program.

Sincerely,

JAMIE SIMPSON, MBA, QMRP Program Supervisor Residential Assisted Living Facility Program Medicaid Licensing & Certification

JS

Enclosure

PRINTED: 11/08/2011 FORM APPROVED

(X6) DATE

Bureau of Facility Standards

AND PLAN	T OF DEFICIENCIES OF CORRECTION	(X1) PROVIDER/SUPPLIE IDENTIFICATION NU		(X2) MULTIF A. BUILDING B. WING		(X3) DATE COMPI	
		13R586					27/2011
	ROVIDER OR SUPPLIER	STED LIVING CON	1880 W	DDRESS, CITY, S EST HARRISO ALLS, ID 8330	N STREET NORTH		
(X4) ID PREFIX TAG	(EACH DEFICIENC)	TEMENT OF DEFICIENCIE MUST BE PRECEDED BY SC IDENTIFYING INFORM	FULL	ID PREFIX TAG	PROVIDER'S PLAN (EACH CORRECTIVE A CROSS-REFERENCED T DEFICIE	ACTION SHOULD BE O THE APPROPRIATE	(X5) COMPLETE DATE
R 000	Initial Comments			R 000			
10°, 10°, 10°, 10°, 10°, 10°, 10°, 10°,	licensure, follow-up conducted on 10/19	ency was cited durin , and complaint surv 8/11 through 10/27/1 isted living facility. T ng the survey were:	ey 1 at your				
n de en e	Karen Anderson, R Team Leader Health Facility Surv Maureen McCann,	eyor					
CH 1250	Health Facility Surv Definitions and abb	eyor			·	· . . ·	
	30 day notice = Rec Resident Admission RD = Residence Di Residence = Assisto TEA = Term Ending	rector ed Living Facility	nation of			<i>:</i>	
R 007	16.03.22.515 Protec	ct Residents from Ex	ploitation	R 007			
, [nust assure that polic lemented to assure to m exploitation.					
	determined the facil	riew and interview, it ity did not protect 3 c #8, #9 and #10) from	f 10				
· · · . !	misuse of a resident	0.29 - "Exploitation. T 's funds, property, re r profit or advantage,	sources,				

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

STATE FORM 6899 YYSW11 If continuation sheet 1 of 6

TITLE

PRINTED: 11/08/2011 FORM APPROVED Bureau of Facility Standards STATEMENT OF DEFICIENCIES (X3) DATE SURVEY (X1) PROVIDER/SUPPLIER/CLIA (X2) MULTIPLE CONSTRUCTION COMPLETED AND PLAN OF CORRECTION IDENTIFICATION NUMBER: A. BUILDING B. WING 13R586 10/27/2011 STREET ADDRESS, CITY, STATE, ZIP CODE NAME OF PROVIDER OR SUPPLIER 1880 WEST HARRISON STREET NORTH CHAPARELLE HOUSE, ASSISTED LIVING CON TWIN FALLS, ID 83301 (X5) COMPLETE PROVIDER'S PLAN OF CORRECTION SUMMARY STATEMENT OF DEFICIENCIES (X4) ID (EACH DEFICIENCY MUST BE PRECEDED BY FULL PREFIX (EACH CORRECTIVE ACTION SHOULD BE PRÉFIX DATE REGULATORY OR LSC IDENTIFYING INFORMATION) CROSS-REFERENCED TO THE APPROPRIATE TAG TAG DEFICIENCY) R 007 R 007 Continued From page 1 a. Charging a resident for services or supplies not provided." IDAPA rule 16.03.22.221.01 states "Requirements for Termination of Admission Agreement: a. "Giving the other party thirty (30) calendar days written notice for any reason." 1. Resident #8 and Resident #9 were admitted to the facility on 2/18/11, and went home on or before 8/31/11. A facility admission agreement, signed and dated on 2/18/11 by Resident #8, #9 and the corporation Sales Manager, documented the

residents could occupy and use their apartments on a month to month basis. The agreement further documented, the residents could "terminate this agreement upon thirty (30) days written notice to the Residence Director."

Amendments to the admission agreements called a "Term Ending Agreement" (TEA) were signed and dated by Resident #8, #9 and the Sales Manager on 3/23/11. The TEA documented the

"You entered into a Residency Agreement with the Residence on February 18, 2011, which allows you to occupy Your Apartment on a month to month basis. You and the Residence wish to amend the term and termination provisions of the Residency Agreement, This Amendment (TEA) is

The following was documented in the agreement:

"The Agreement shall be for an Initial Term, which shall begin on the date set forth, in Section I of this agreement and end on December 31.

Bureau of Facility Standards STATE FORM

following:

entered into as of 3/23/11."

PRINTED: 11/08/2011 FORM APPROVED Bureau of Facility Standards (X3) DATE SURVEY STATEMENT OF DEFICIENCIES (X1) PROVIDER/SUPPLIER/CLIA (X2) MULTIPLE CONSTRUCTION AND PLAN OF CORRECTION COMPLETED IDENTIFICATION NUMBER: A. BUILDING B. WING 13R586 10/27/2011 STREET ADDRESS, CITY, STATE, ZIP CODE NAME OF PROVIDER OR SUPPLIER 1880 WEST HARRISON STREET NORTH CHAPARELLE HOUSE, ASSISTED LIVING CON TWIN FALLS, ID 83301 PROVIDER'S PLAN OF CORRECTION SUMMARY STATEMENT OF DEFICIENCIES (X4) ID ID (EACH DEFICIENCY MUST BE PRECEDED BY FULL (EACH CORRECTIVE ACTION SHOULD BE COMPLETE PREFIX PRÉFIX DATE REGULATORY OR LSC IDENTIFYING INFORMATION) CROSS-REFERENCED TO THE APPROPRIATE TAG TAG DEFICIENCY) R 007 Continued From page 2 R 007 2011...If you wish to terminate this Agreement, You may do so at the end of the initial term by providing the Residence written notice of termination no later than thirty (30) days before the date that the Initial Term will expire...If you move out of the Residence at any time other than at the end of the Initial Term, You will continue to be responsible for Your Fees until the end of the Initial Term." The "Term Ending Agreement" was not consistent with IDAPA rule 16.03.22.221.01.b which states the admission agreement could be terminated by either party giving thirty (30) calendar days notice for any reason. The facility exploited Resident #8 and #9 when they continued to charge for services they did not provide after the residents moved out. A 30 day notice from Residents #8 and #9, dated 7/28/11, documented the residents would move out of the facility on or before 8/31/11. On 7/31/11, a family member documented, in a letter addressed to the "Idaho Department of Health and Welfare." that his parents "...wanted to try an assisted living on a trial basis" and believed they could move back home if it did not work out for them. He documented, his parents understanding was if they wanted to move out of the facility, they would have to give the facility a 30 day written notice. On 10/20/11 at 11:30 AM, the facility's administrator stated, if a resident wanted to leave

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before the TEA ended, they would still be responsible to pay the remainder of the contract, even if they no longer resided at the facility.

On 10/25/11 at 9:15 AM, a telephone interview

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	T OF DEFICIENCIES OF CORRECTION	(X1) PROVIDER/SUPPLIE IDENTIFICATION NU		A. BUILDII		(X3) DATE S COMPL	
		13R586		B. WING		10/2	27/2011
NAME OF P	ROVIDER OR SUPPLIER		STREET ADI	DRESS, CITY,	STATE, ZIP CODE		
CHAPAR	ELLE HOUSE, ASSIS	STED LIVING CON		ST HARRIS LS, ID 833	ON STREET NORTH		
(X4) ID PREFIX TAG	(EACH DEFICIENCY	TEMENT OF DEFICIENCIE 'MUST BE PRECEDED BY SC IDENTIFYING INFORMA	FULL	ID PREFIX TAG	PROVIDER'S PLAN OF (EACH CORRECTIVE ACT CROSS-REFERENCED TO T DEFICIENC	TION SHOULD BE THE APPROPRIATE	(X5) COMPLETE DATE
R 007	Continued From pa			R 007			
	Residents #8 and # had lived at the faci decided they no lon 30 day notice, statir home. He stated, he gave their 30 day no would have to contimoved out or not. T parents were upset, had agreed to a mo agreement and kne agreement. On 10/25/11 at 9:43 was conducted with Resident #9 stated, our house to talk to facility). He was talk agreement, he said didn't stay. We decided table. We just signe They denied signing further stated, "At fir were going okay, but decided we wanted were running out of happy with the serviday notice (7/28/11) responsible to pay u (12/31/11), even after stated, they continue facility, even though	a family member of 9. He stated after his lity for several month ger wanted to stay and they were moving e was told by his particle, but were informative to pay whether the family member stay because they though the month admission and the month admission and the sales manager caus about admission and the amount of the sales manager caus about admission and the amount of the sales manager caus about admission and the sales manager caus about a pended to sign the admit papers scattered all differ a few months to move back home. The twhen we moved in the fact after a few months to move back home. The two were told we wentil the end of the Tear we left." The resided to accrue charges they no longer resides admitted to the facility admi	s parents as, they and gave a back ents, they and they hey tated his ant they carly term erview ame to (to the admission alty if we ssion I over the s to sign." any				
	A facility admission a on 1/28/10, by Resid	agreement, signed a lent #10 and the	nd dated				

Bureau of Facility Standards STATE FORM

PRINTED: 11/08/2011 FORM APPROVED Bureau of Facility Standards STATEMENT OF DEFICIENCIES (X3) DATE SURVEY (X1) PROVIDER/SUPPLIER/CLIA (X2) MULTIPLE CONSTRUCTION AND PLAN OF CORRECTION COMPLETED IDENTIFICATION NUMBER: A. BUILDING B. WING 13R586 10/27/2011 STREET ADDRESS, CITY, STATE, ZIP CODE NAME OF PROVIDER OR SUPPLIER 1880 WEST HARRISON STREET NORTH CHAPARELLE HOUSE, ASSISTED LIVING CON TWIN FALLS, ID 83301 SUMMARY STATEMENT OF DEFICIENCIES (X5) COMPLETE PROVIDER'S PLAN OF CORRECTION (X4) ID (EACH DEFICIENCY MUST BE PRECEDED BY FULL (EACH CORRECTIVE ACTION SHOULD BE PREFIX PREFIX DATE TAG REGULATORY OR LSC IDENTIFYING INFORMATION) CROSS-REFERENCED TO THE APPROPRIATE TAG DEFICIENCY) R 007 Continued From page 4 R 007 administrator was contained in the resident's closed record. The agreement documented the resident could occupy and use the apartment on a month to month basis. Further, the agreement documented, the resident could "terminate this agreement upon thirty (30) days written notice to the Residence Director." An amendment to the admission agreement called a (TEA) was signed and dated by Resident #10 and the administrator on 12/17/10. The amendment also documented Resident #10 was responsible to pay the monthly rate until 12/31/11. whether she resided at the facility or not. The addendum did not allow for a thirty day written notice until one month before the end of the term (12/31/11).Section E of the "Limited Term Discount Agreement" documents the following: "This Amendment is governed by the laws of the State in which the Residence is located. If any term of the Amendment is invalid or unenforceable by reason of law, the Amendment shall be deemed amended to conform to such law and shall otherwise remain in full force and effect." The "Term Ending Agreement" was not consistent with IDAPA rule 16.03.22.221.01.b which states the admission agreement could be terminated by either party giving thirty (30) calendar days notice for any reason. The facility exploited Resident #10 when they continued to charge for services they did not provide after the

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resident moved out.

facility on 7/22/11.

A 30 day move out notice was given to the administrator and the resident moved out of the

PRINTED: 11/08/2011 FORM APPROVED Bureau of Facility Standards STATEMENT OF DEFICIENCIES (X3) DATE SURVEY (X1) PROVIDER/SUPPLIER/CLIA (X2) MULTIPLE CONSTRUCTION COMPLETED AND PLAN OF CORRECTION IDENTIFICATION NUMBER: A. BUILDING B. WING 10/27/2011 13R586 STREET ADDRESS, CITY, STATE, ZIP CODE NAME OF PROVIDER OR SUPPLIER 1880 WEST HARRISON STREET NORTH CHAPARELLE HOUSE, ASSISTED LIVING CON TWIN FALLS, ID 83301 PROVIDER'S PLAN OF CORRECTION SUMMARY STATEMENT OF DEFICIENCIES (X5) COMPLETE ID (X4) ID (EACH DEFICIENCY MUST BE PRECEDED BY FULL (EACH CORRECTIVE ACTION SHOULD BE PRÉFIX **PREFIX** DATE CROSS-REFERENCED TO THE APPROPRIATE REGULATORY OR LSC IDENTIFYING INFORMATION) TAG TAG DEFICIENCY) R 007 R 007 Continued From page 5 On 10/20/11 at 11:45 AM, the facility's administrator stated, the resident went home in July, before the end of the amended agreement. She stated, "Once a resident leaves the facility. the billing is no longer in my hands." She stated, she was not certain if the resident was paying the remainder of the contract but said corporate could still be billing the resident for the remainder of the contract which ends 12/31/11. On 10/28/11 at 11:22 AM, a family member stated, he read the Idaho Statutes that govern Assisted Living Facilities and believed the facility's amended admission agreement violates a person's right to give a 30 day move out notice. He further stated, "My mother signed a contract that locked her into paying for room and board through the end of this year. My mom has dementia and is a vulnerable adult. I feel by her paying for something she is not receiving is exploitation of an vulnerable adult." The facility violated IDAPA rule 16.03.22.221.01 when they continued to charge Resident #8, #9 and #10, beyond the move out date given in their 30 day written notice to leave the facility. This resulted in exploitation.

Bureau of Facility Standards

Mov.

2011 11:17AM

Print Form

ASSISTED LIVING Non-Core Issues Punch List



MEDICAID LICENSING & CERTIFICATION - RALF P.O. Box 83720 Boise, ID 83720-0036 (208) 334-6626 fax: (208) 364-1888

Facility Name Physical Address Phone Number Chaparelle House 1880 W Harrison Street North 208 733-7511 Administrator City Zip Code 83301 Tiffany Snooks Twin Falls Team Leader Survey Type Survey Date Karen Anderson Licensure, Follow-up and Complaint 10/27/11

	Anderson	Licensure, Follow-up and Complaint 10/2/111	
NON-C	ORE ISSUES		
The second second	16 03 22		PRESOLVED VIDSE
	220.01	The facility did not have documentation of an interim plan of care for Resident #1.	11-23-11
	220.02	The facility's admission agreement and Term Ending Agreement (TEA) were not transparent, nor were they in a plain language the	
		residents or their representatives could understand.	
	220.04	The facility's admission agreement did not identify staffing patterns and qualifications of staff on duty during a normal day.	COS 10/3
2	220.16	The facility's admission agreement did not describe the methods by which the resident could contest charges (including contacting	
		the Ombudsman).	
2	221.01.a	The facility's "Term Ending Agreement" conflicts with the rules regarding "condition for termination of the admission agreement".	
	225.01	The facility did not evaluate Resident #4's behaviors to develop a behavior management plan. ***REPEAT****	11-53-11
	225.02	There were no documented interventions listed to manage Resident #4's behaviors. ***REPEAT****	11-23-11
}	260.06	The facility was not maintained in a clean, safe and orderly manner: A)-Utine odors in room 112, and in the hall between	11-23-11
		rooms 129 and 131: B) Room 101 needed to be vacuumed: C) Room 113 was observed cluttered and the carpet throughout	The state of the s
		the room had multiple large stains/spots: D) Room 109's walls had multiple scrapes and dents and was in need of painting:	
		E) Room 104's carpet had multiple spots/stains: F) The paint on the kitchen cabinets was worn down to bare wood. The island	
	-	counter top was worn and chipped.	
		TO TO THE PROPERTY OF THE PROP	- H.J.
Respons	e Required Date	Signature of Facility Representative NOV 0 4 2011	Date Signed

BFS-686 March 2006

9/04

FAX 2087332370 Chaparelle House

MEDICAID LICENSING & CERTIFICATION - RALF P.O. Box 83720 Boise, ID 83720-0036 (208) 334-6626 fax: (208) 364-1888 ASSISTED LIVING Non-Core Issues Punch List

Print Form

Reset Form

Facility Name Chaparelle House	Physical Address T880 W Harrison Street North	Phone Number 208 733-7511
Administrator Tiffany Snooks	City Twin Falls	Zip Code 83301
Team Leader Karen Anderson	Survey Type Licensure, Follow-up and Complaint	Survey Date 10/27/11

NON-CORE ISSUES

1011-0	OKE 1990E9		
Nem#	16.0322	DESCRIPTION	RESOLVED.
	260.06	The edges around the island counter top were observed chipped and coming off. H) The mop boards	11-93-11
		around the island counter were worn and separating from the cabinet walls allowing dirt to become trapped. I) The	
		base of the faucet in the hand washing sink was corroded.	2
)	300.01	Resident #2 and #4's records did not contain documentation of all 90 day nursing assessments and change of condition assessments.	11-23-11
10	305.05	Resident #4's record did not contain a physician's order for the altered diet he was receiving.	11-23-11
1	310.04 , a.	The facility did not document non - drug interventions used to redirect Resident #4's behaviors prior to using behavior	11-23-11
		modifying medications.	
12	320.08	Resident #1 & 4's Negotiated Service Agreements did not describe the outside services the residents were receiving. Resident #4's current	11-23-11
		NSA was not updated to reflect the resident's required need for assistance for eating.	200 A
13	335.03	Paper towels and liquid hand soap were not observed in all residents' rooms (resident's who required assistance with personal cares)	88
A THE STATE OF THE		after providing cares.	77
14	350.02	The facility did not complete an investigation and written report of all accidents and incidents. The administrator or	11-23-11
		designee did not sign all investigations and written reports on all accidents and incidents. ***REPEAT****	2
15	350.04	The facility did not respond in writing to the person making complaints.	11-23-11
16	430.05 _ 0	The facility did not monitor or assist Resident #4's medication as they allowed family and a private caregiver to assist with medications.	11-23-11
Response 11/26/17	Required Date	Signature of Facility Representative	Date Signed

11/04/2011 FRI 12:28

FAX 2087332370 Chaparelle House



MEDICAID LICENSING & CERTIFICATION - RALF P.O. Box 83720 Boise, 1D 83720-0036 (208) 334-6526 fax: (208) 364-1388

ASSISTED LIVING
Non-Core Issues
Punch List

Print-Form

Facility Name Chaparelle House	Physical Address 1880 W Harrison Street North	Phone Number 208 733-7511
Administrator Tiffany Snooks	City Twin Falls	Zlp Code 83303
Team Leader Karen Anderson	Survey Type Licensure, Follow-up and Complaint	Survey Date 10/27/11

NON-CORE ISSUES

	ORE ISSUES		THE RESERVE TO SECURE	alum wood
Item#	RULE# 16-03-22	DESCRIPTION DESCRIPTION	PRESOLVED	USE
7	6.00,06.3	The facility only had I caregiver on duty during certain times of the day when they had residents' who	11-23-11	
		required the assistance of 2 caregivers.		
8	711.01	There was no documented tracking of behaviors and interventions for Resident #4's behaviors to include: The date	11-23-11	
		and time a specific behavior was observed, what interventions were used and the effectiveness of the Interventions.		
_				
	,			
		_		
Respons 11/26/1	e Required Date	Signature of Facility Representative	Date Signed /	/



C.L. "BUTCH" OTTER ~ GOVERNOR RICHARD M. ARMSTRONG – D.RECTOR LESLIE M. CLEMENT—DEPUTY DRECTOR
RANDY MAY —DEPUTY ADMINISTRATOR
LICENSING AND CERTIFICATION
P.O. Box 83720
Boise, Idaho 83720-0036
PHONE 208-334-6826
FAX 208-364-1888

October 31, 2011

Tiffany Snooks, Administrator Chaparelle House, Assisted Living Concepts, Inc 1880 West Harrison Street North Twin Falls, ID 83301

Dear Ms. Snooks:

An unannounced, on-site complaint investigation survey was conducted at Chaparelle House, Assisted Living Concepts, Inc from October 19, 2011, to October 27, 2011. During that time, observations, interviews, and record reviews were conducted with the following results:

Complaint # ID00005166

Allegation #1: The facility's admission agreement documented residents may give a 30 day

move out notice. A sales manager had residents sign an amendment to the admission agreement making it a term ending agreement, where residents are still responsible for fees through the end of the current contract ending

12/31/11.

Findings #1: Substantiated. The facility was issued a deficiency at IDAPA 16.03.22.221.01.a

for the amendment to the admission agreement not allowing for a 30 day discharge notice. The facility was required to submit evidence of resolution

within 30 days.

Allegation #2: The facility would not accept an identified resident's 30 day discharge notice.

Findings #2: Substantiated. However, the facility was not cited as the administrator requested

that the identified resident re-submit the discharge notice to include the date the

notice was given.

On 10/20/11, the identified resident's closed record was reviewed. A handwritten notice to move out of the facility, documented the identified

Tiffany Snooks, Administrator October 31, 2011 Page 2 of 3

resident had given notice to move out of the facility but the notice did not include the date it was written.

On 10/20/11 at 4:30 PM, the administrator stated, "I asked the resident to re-submit the 30 day discharge notice to include the date the notice was given so it would be official." The administrator stated, the identified resident re-submitted a signed and dated notice of discharge.

Allegation #3:

The facility's admission agreement did not disclose all prices, formulas and calculations to determine the resident's basic services rate and other fees.

Findings #3:

Substantiated. The facility was issued a deficiency at IDAPA 16.03.22.220.02 for not providing a written admission agreement that was transparent, understandable, and a plain language the resident or his representaive could understand. The facility was required to submit evidence of resolution within 30 days.

Allegation #4:

Staff did not assist the identified residents with housekeeping/laundry. Staff would refuse to vacuum and wash residents laundry when the residents requested additional assistance.

Findings #4:

On 10/19/11 through 10/20/11, observation and interviews were conducted with residents and their family members. Thirteen residents and five family members stated they had no concerns with housekeeping or laundry services. Residents and family members confirmed their rooms and linens were cleaned every week. Individual laundry was done according to a schedule.

On 10/20/11 at 4:15 PM, the administrator and facility nurse stated, if residents required additional cleaning services on a daily basis, they could negotiate with the facility for increase in service but it would also mean an additional fee.

Unsubstantiated. However, the facility was issued a deficiency at IDAPA 16.03.22.260.06 for not maintaining the facility in a clean, safe and orderly manner. The facility was required to submit evidence of resolution within 30 days.

Allegation #5:

The administrator did not respond to complainants in writing within 30 days of receiving a complaint.

Tiffany Snooks, Administrator October 31, 2011 Page 3 of 3

Findings #5:

Substantiated. The facility was issued a deficiency at IDAPA 16.03.22.350.04 for the facility not providing a written response to the complainant within 30 days. The facility was required to submit evidence of resolution within 30 days.

If you have questions or concerns regarding our visit, please call us at (208) 334-6626. Thank you for the courtesy and cooperation you and your staff extended to us while we conducted our investigation.

Sincerely,

Karen Anderson, RN Karen Anderson, RN

Health Facility Surveyor

Residential Assisted Living Facility Program

KA/rjm

c: Jamie Simpson, MBA, QMRP, Supervisor, Residential Assisted Living Facility Program



HEALTH & WELFARE Food Establishment Inspection Report

Food Protection Program, Division of Health 450 W. State Street, Bolse, Idaho 83720-0036 208-334-5938

Violations Vio
Percentification by According Property Carloy Constitution C
County Fide M SESSUR Inspection Travel time: Date: Dat
Right Category Fellow-Up Report: OR. On-Site Follow-Up Date: Dat
Right Category Fellow-Up Report: OR. On-Site Follow-Up Date: Dat
Tents marked are violations of Table's Food Code. (DAPA 16.92.19, and require correction as noted. Items marked are violations of Table's Food Code. (DAPA 16.92.19, and require correction as noted. Items marked are violations of Table's Food Code. (DAPA 16.92.19, and require correction as noted. Items marked are violations of thoughts of the total of the left of each item indicates that item's status of the impocion. Items of the interpose of the interpose with Order in the interpose of the interpose of the interpose of the interpose with Order Items of the interpose of the interpos
Demonstration of Knowledge (2-102)
Demonstration of Knowledge (2-102)
Demonstration of Knowledge (2-162)
N
Course or correct responses, or compliance with Code Project Health (2-201)
Y N N N N N N N N N N N N N N N N N N
Cool Hyglenic Practices
N
N
Control of Hands as a Vehicle of Contamination
S. Clean hands, properly washed (2-301)
No.
Approved Source Approved Source Approved Source Approved Source Approved Source Approved Approve
N 8. Food obtained from approved source (3-101 & 3-201)
1
Y N N/N
Protection from Contamination
N N/A 11. Food segregated, separated and protected (3-302)
12. Food contact surfaces clean and sanitized
Y = yes, in compliance N = no, not in compliance N/A = not applicable R = Repeat violation Y = yes, in compliance N/A = not applicable R = Repeat violation X = not applicable X = not applicable X = not in compliance X = not in
SOOD RETAIL PRACTICES (☑= not in compilance) COS R
GOOD RETAIL PRACTICES (☑= not in compilance) COS R COS R 27. Use of ice and pasteurzed eggs
COS R COS
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COS R COS COS R COS R COS COS R COS COS R COS
27. Use of ice and pasteurzed eggs
28. Water source and quantity
29. Inserts/roderts/animals
30. Food and non-food contact surfaces constructed, cleanable, use 37. Food labeled condition 45. Wiping cloths 31. Plumbing installed; cross-connection; back flow 38. Plant food cooking 46. Utensit & single-service storage 32. Sewage and waste water disposal 39. Thanking 47. Physical facilities 39. Sinks contaminated from cleaning maintenance tools 40. Total facilities 48. Specialized processing methods 49. Total facilities 49. Total facilities 49. Specialized processing methods 49. Speciali
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prevention
32. Sewage and waste water disposal
33. Sinks contaminated from cleaning maintenance tools
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OBSERVATIONS AND CORRECTIVE ACTIONS (CONTINUED ON NEXT PAGE)
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Person in Charge (Signature) (Print)